



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy

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BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

September 23, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF EIGHT SOLE SOURCE ASSIGNMENT AND DELEGATION
AGREEMENT AMENDMENTS
(SECOND SUPERVISORIAL DISTRICT)
(3 VOTES)**

SUBJECT

Request approval to execute eight sole source Assignment and Delegation Agreement Amendments (four Driving Under the Influence Program Services and four Alcohol and Drug Services) to transfer the duties and responsibilities previously provided by Charles R. Drew University of Medicine and Science to SHIELDS For Families, Inc.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to:

1. Execute four sole source Assignment and Delegation Agreement Amendments, substantially similar to Exhibits I, II, III, and IV, to transfer the duties and responsibilities from Charles R. Drew University of Medicine and Science (CRDUMS) to SHIELDS For Families, Inc. (SFF), effective October 1, 2008 through September 30, 2010, with no change in provisions, service levels, or term currently provided under the Driving Under the Influence (DUI) Program Services County Agreement Numbers H-701504, First Offender services; H-701506, 30 Month Multiple Offender services; H-701509, First Offender services and H-701515, 18 Month Multiple Offender services, 100% offset by program fees.

2. Execute four sole source Assignment and Delegation Agreement Amendments, substantially similar to Exhibits V, VI, VII, and VIII, to transfer the duties and responsibilities from CRDUMS to SFF, effective October 1, 2008 through June 30, 2009, with no change in provisions, service levels, or term currently provided under County Agreement Numbers H-702299, General Non-Residential program services; H-702303, General Relief (GR) program services; PH-000476, CalWORKs program services; and PH-000085, Proposition 36 (P36) program services, at a total contract funding amount of \$526,645.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 1 2008, CRDUMS provided DPH's Alcohol and Drug Program Administration (ADPA) with written notice that it no longer wanted to provide DUI and alcohol and drug services, and requested to terminate its contracts. ADPA requested CRDUMS to continue services through September 30, 2008, allowing more time to explore replacement contract options given the short termination notice. On August 15, 2008, CRDUMS and SFF entered into Memorandum of Understanding to transfer CRDUMS' programs and program employees from the umbrella of CRDUMS to SFF. CRDUMS has a long history of providing services in the same community location (Second District, Service Planning Area 6) and is a community resource for those in need of substance abuse services. ADPA's priority is to ensure continuity of services to CRDUMS clients and the community.

SFF was selected over other providers to assume CRDUMS' contractual duties and responsibilities because of its willingness to (1) continue providing all the services currently provided by CRDUMS at the same locations; and (2) offer employment to 33 people currently employed by CRDUMS to provide program services. SFF will also assume the lease agreement for CRDUMS' existing service delivery sites, thereby ensuring no apparent change in program services for clients and the community.

Sole source contracts with SFF are also needed because quick action is required to ensure services are transferred to SFF before CRDUMS terminates its services on September 30, 2008. As such, there is inadequate time to conduct a Request for Proposals. SFF is a current DPH-ADPA contractor in good standing and is committed to maintaining the CRDUMS programs' administrative and programmatic components intact. SFF is currently providing services for CalWORKS, Drug Court, Perinatal Day Care Habilitative, Perinatal Outpatient Drug Free, Perinatal Case Management, Perinatal Satellite Housing Center and P36 programs for ADPA.

Implementation of Strategic Plan Goals

This action supports Goal 6, Community Services and Goal 8, Public Safety of the County Strategic Plan.

FISCAL IMPACT/FINANCING

There is no additional net County cost associated with these sole source Assignment and Delegation Agreement Amendments. DUI program costs are 100 percent offset by fees collected from participants and the unused contract funding awarded to CFDUMS will be reallocated to SFF.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County contracts with private contractors, licensed by the State Department of Alcohol and Drug Programs (SDADP), for the provision of adult first offender, 18-month multiple offender, and 30-month multiple offender DUI program services which are made available to persons convicted of a DUI offense when so ordered by the Court to attend these types of classes.

On August 30, 2005, your Board approved Agreement Numbers H-701504, H-701506, H-701509, and H-701515 with CRDUMS for the provision of DUI Programs for the period of October 1, 2005 through September 30, 2010.

On May 30, 2006, your Board approved Agreement Numbers H-702299 and H-702303 with CRDUMS for the provision of general non-residential program services and GR services for the period of July 1, 2006 through June 30, 2009.

On May 29, 2007, your Board approved the renewal of Agreement Number PH-000085 with CRDUMS for the provision of P36 services for the period of July 1, 2008 through June 30, 2009, with an automatic one-year extension subject to availability of funding from the State.

On June 10, 2008, your Board approved the renewal of Agreement Number PH-000476 with CRDUMS for the provision of CalWORKs services for the period of July 1, 2008 through June 30, 2009.

On May 22, 2008, ADPA notified your Board that CRDUMS had verbally informed ADPA about its intent to terminate its Agreements on June 30, 2008 and that ADPA was working with CRDUMS to extend the date of services to ensure the continuation of contract services. On July 1, 2008, CRDUMS notified ADPA that it would continue services through September 30, 2008. On August 15, 2008, CRDUMS and SFF entered

Honorable Board of Supervisor
September 23, 2008
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into Memorandum of Understanding to transfer CRDUMS' program and program employees from the umbrella of CRDUMS to SFF. Under the eight sole source Assignment and Delegation Agreement Amendments, SFF will acquire four DUI Program Services, one CalWORKs, one general non-residential program service, one GR, and one P36 Services Agreements from CRDUMS.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, this request for approval of the amendments was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required because it was only on July 1, 2008 that CRDUMS informed ADPA in writing that it would terminate its contractual obligations on September 30, 2008. CRDUMS also advised ADPA that it has agreed to retain the oversight for the DUI and substance abuse treatment programs until September 30, 2008, given the potentially adverse impact on the community and the employees of the programs.

County Counsel has approved Exhibits I through VIII as to form. The Sole Source Checklist (Attachment A) has been signed by the Chief Executive Office.

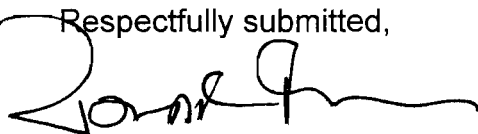

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure that the services provided under these eight Agreements will continue to be provided in Service Planning Area 6. This will allow services to continue without interruption.

CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,


 JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer


JFE: LM

Attachments (9)

c: Chief Executive Officer
County Counsel

Attachment A

SOLE SOURCE CHECKLIST

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
✓	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	➤ Other reason. Please explain:
	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 9/9/08 Date </div> </div>

DELEGATION OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"Assignor")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"Assignee")

WHEREAS, on October 1, 2005, County and Charles R. Drew University of
Medicine and Science entered into a "FIRST OFFENDER - DRIVING-UNDER-THE-
INFLUENCE PROGRAM SERVICES AGREEMENT", further identified as County
Agreement No. H-701504, and any amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, on July 1, 2008, Charles R. Drew University of Medicine and
Science informed County that ownership of Driving Under The Influence Program
would be transferred to SHIELDS For Families, Inc.

WHEREAS, Paragraph 11, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of Agreement prohibits Assignor from delegating its duties or assigning its rights there under without the prior written consent of County; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to delegate the duties and assign the rights under Agreement from Assignor to Assignee and provide for the changes set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon the date of Board approval Assignee agrees to assume and receive from Assignor all rights, duties, obligations, responsibilities and interests under Agreement to provide Driving Under the Influence services.

2. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests to Assignee of said Agreement.

3. Paragraph 19, NOTICES, Subparagraph B of Agreement shall be amended to read as follows:

“19. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

4. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT of the ADDITIONAL PROVISIONS, shall be amended to read as follows:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided in the agreement, debar Contractor from bidding on contract for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following:
(1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

5. Paragraph 44, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, and Paragraph 45, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the ADDITIONAL PROVISIONS as follows:

"44. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

45. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff

are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

6. Any debts which have not yet been paid under Agreement from Charles R. Drew University of Medicine and Science to County shall be now transferred to SHIELDS For Families, Inc.

7. Any debts due under this Agreement from County to Charles R. Drew University of Medicine and Science for services which have not yet been paid shall be now transferred to SHIELDS For Families, Inc.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Delegation Of Duties And Assignments Of Rights Of Agreement Amendment to be subscribed by its Director of Public Health, and Charles R. Drew University of Medicine and Science and SHIELDS For Families, Inc.

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have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"Assignor")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"Assignee")

WHEREAS, on October 1, 2005, County and Charles R. Drew University of Medicine and Science entered into a "30 MONTH MULTIPLE OFFENDER - DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT", further identified as County Agreement No. H-701506, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, Charles R. Drew University of Medicine and Science informed the County that ownership of Driving Under The Influence Program would be transferred to SHIELDS For Families, Inc.

WHEREAS, Paragraph 11, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of Agreement prohibits Assignor from delegating its duties or assigning its rights there under without the prior written consent of County; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to delegate the duties and assign the rights under Agreement from Assignor to Assignee and provide for the changes set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon the date of Board approval Assignee agrees to assume and receive from Assignor all rights, duties, obligations, responsibilities and interests under Agreement to provide Driving Under the Influence services.

2. County hereby consents to such assignment and delegation of rights, duties, obligations, responsibilities and interests to Assignee of said Agreement.

3. Paragraph 19, NOTICES Subparagraph B of Agreement, shall be amended as follows:

“19. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

4. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT of the ADDITIONAL PROVISIONS, shall be amended to read as follows:

"36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided in the agreement, debar Contractor from bidding on contract for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following:
(1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at

least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

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The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

5. Paragraph 44, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, and Paragraph 45, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the ADDITIONAL PROVISIONS as follows:

"44. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

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6. Any debts which have not yet been paid under Agreement No. H-701506 from Charles R. Drew University of Medicine and Science to County shall be now transferred to SHIELDS For Families, Inc.

7. Any debts due under Agreement No. H-701506 from County to Charles R. Drew University of Medicine and Science for services which have not yet been paid, shall be now transferred to SHIELDS for Families, Inc.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Agreement Amendment to be subscribed by its Director of Public Health, and Charles R. Drew University of Medicine and Science and SHIELDS For Families, Inc.

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have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. 1

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of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"Assignor")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"Assignee")

WHEREAS, on October 1, 2005, County and Charles R. Drew University of Medicine and Science entered into a "FIRST OFFENDER - DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT", further identified as County Agreement No. H-701509, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, Charles R. Drew University of Medicine and Science informed County that ownership of Driving Under The Influence Program would be transferred to SHIELDS For Families, Inc.

WHEREAS, Paragraph 11, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of Agreement prohibits Assignor from delegating its duties or assigning its rights there under without the prior written consent of County; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to delegate the duties and assignee the rights under Agreement from Assignor to Assignee and provide for the changes set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon the date of Board approval Assignor agrees to assume and receive from Assignor all rights, duties, obligations, responsibilities and interests to provide Driving Under the Influence services.

2. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests to Assignee of said Agreement.

3. Paragraph 19, NOTICES, Subparagraph B of Agreement shall be amended to read as follows:

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“36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County’s policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided in the agreement, debar Contractor from bidding on contract for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County’s Board of Supervisors finds, in its discretion, that Contractor has done any of the following:
(1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor’s quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

5. Paragraph 44, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, and Paragraph 45, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the ADDITIONAL PROVISIONS as follows:

"44. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

45. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff

are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

6. Any debts which have not yet been paid under this Agreement from Charles R. Drew University of Medicine and Science to County shall be now transferred to

SHIELDS For Families, Inc.

7. Any debts due under this Agreement from County to Charles R. Drew University of Medicine and Science for services which have not yet been paid shall be now transferred to SHIELDS for Families, Inc.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Delegation Of Duties And Assignments Of Rights Of Agreement Amendment to be subscribed by its Director of Public Health, and Charles R. Drew University of Medicine and Science and SHIELDS For Families, Inc.

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have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"Assignor")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"Assignee")

WHEREAS, on October 1, 2005, County and Charles R. Drew University of Medicine and Science entered into a "18 MONTH MULTIPLE OFFENDER - DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT", further identified as County Agreement No. H-701515, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, Charles R. Drew University of Medicine and Science informed County that ownership of Driving Under The Influence Program would be transferred to SHIELDS For Families, Inc.

WHEREAS, Paragraph 11, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of Agreement prohibits Assignor from delegating its duties or assigning its rights there under without the prior written consent of County; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to delegate the duties and assignee the rights under Agreement from Assignor to Assignee and provide for the changes set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective upon date of Board approval Assignor agrees to assume and receive from Assignor all rights, duties, obligations, responsibilities and interests under Agreement to provide Driving Under the Influence services.

2. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests to Assignee of said Agreement.

3. Paragraph 19, NOTICES, Subparagraph B of Agreement shall be amended to read as follows:

“19. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

4. Paragraph 36, CONTRACTOR RESPONSIBILITY AND DEBARMENT of the ADDITIONAL PROVISIONS, shall be amended to read as follows:

“36. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County’s policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided in the agreement, debar Contractor from bidding on contract for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County’s Board of Supervisors finds, in its discretion, that Contractor has done any of the following:
(1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor’s quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to any subcontractors of County Contractors."

5. Paragraph 44, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, and Paragraph 45, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the ADDITIONAL PROVISIONS as follows:

"44. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

45. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff

are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

6. Any debts which have not yet been paid under this Agreement from Charles R. Drew University of Medicine and Science to County shall be now transferred to SHIELDS For Families, Inc.

7. Any debts due under this Agreement from County to Charles R. Drew University of Medicine and Science for services which have not yet been paid shall be now transferred to SHIELDS For Families, Inc.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Delegation Of Duties And Assignments Of Rights Of Agreement Amendment to be subscribed by its Director of Public Health, and Charles R. Drew University of Medicine and Science and SHIELDS For Families, Inc.

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have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., -M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE
Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.
Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"CRDUMS")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"SHIELDS")

WHEREAS, on July 1, 2006, County and Charles R. Drew University of Medicine and Science entered into a "ALCOHOL AND DRUG SERVICES AGREEMENT", further identified as County Agreement No. H-702299, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, CRDUMS informed County that CRDUMS was assigning and delegating CRDUMS' rights, duties, obligations, responsibilities and interests, under said Agreement to SHIELDS; and

WHEREAS, on August 15, 2008, CRDUMS and SHIELDS executed Memorandum of Understanding between SHIELDS and CRDUMS for Transition of Services – Place of Family to transfer CRDUMS' programs and program employees

from the umbrella of CRDUMS to SHIELDS

WHEREAS, it is the desire of CRDUMS to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to SHIELDS; and SHIELDS desire to assume such rights, duties, obligations, responsibilities and interests, under said Agreement; and

WHEREAS, CDRUMS and SHIELDS have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities, and interest under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective October 1, 2008, SHIELDS agrees to assume and receive from CDRUMS all rights, duties, obligations, responsibilities and interests under said Agreement to provide General Non-Residential program services.

2. SHIELDS agrees to abide by all terms and conditions of said Agreement for Alcohol and Drug Services providers, between CRDUMS and County.

3. Any amounts due under said Agreement from County for Contractor services which have not been paid, shall be paid to SHIELDS.

4. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of CRDUMS as described in said Agreement to SHIELDS pursuant to this Assignment and Delegation Agreement.

5. Paragraph 18, NOTICES, Subparagraph B of Agreement shall be amended to

read as follows:

“18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

6. Paragraph 62, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the Additional Provisions as follows:

“62. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If

you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

7. This Assignment and Delegation Agreement shall constitute the complete understanding between County, CRDUMS, and SHIELDS, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignments and Delegation Agreement to be subscribed by its

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Director of Public Health, and CRDUMS and SHIELDS each have caused this Assignment and Delegation Agreement to be subscribed in its behalf by its duly authorized officer(ies), the day, month, and year above written..

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO FORM
ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"CRDUMS")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"SHIELDS")

WHEREAS, on July 1, 2006, County and Charles R. Drew University of Medicine and Science entered into a "ALCOHOL AND DRUG SERVICES AGREEMENT", further identified as County Agreement No. H-702303, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, CRDUMS informed County that CRDUMS was assigning and delegating CRDUMS' rights, duties, obligations, responsibilities and interests, under said Agreement to SHIELDS; and

WHEREAS, on August 15, 2008, CRDUMS and SHIELDS executed Memorandum of Understanding between SHIELDS and CRDUMS for Transition of Services – Place of Family to transfer CRDUMS' programs and program employees

from the umbrella of CRDUMS to SHIELDS

WHEREAS, it is the desire of CRDUMS to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to SHIELDS; and SHIELDS desire to assume such rights, duties, obligations, responsibilities and interests, under said Agreement; and

WHEREAS, CDRUMS and SHIELDS have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities, and interest under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective October 1, 2008, SHIELDS agrees to assume and receive from CDRUMS all rights, duties, obligations, responsibilities and interests under said Agreement to provide General Relief Alcohol and Drug Services.

2. SHIELDS agrees to abide by all terms and conditions of said Agreement for Alcohol and Drug Services providers, between CRDUMS and County.

3. Any amounts due under said Agreement from County for Contractor services which have not been paid, shall be paid to SHIELDS.

4. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of CRDUMS as described in said Agreement to SHIELDS pursuant to this Assignment and Delegation Agreement.

5. Paragraph 18, NOTICES, Subparagraph B of Agreement shall be amended to

read as follows:

“18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

6. Paragraph 62, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the Additional Provisions as follows:

“62. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If

you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

7. This Assignment and Delegation Agreement shall constitute the complete understanding between County, CRDUMS, and SHIELDS, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignments and Delegation Agreement to be subscribed by its

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Director of Public Health, and CRDUMS and SHIELDS each have caused this Assignment and Delegation Agreement to be subscribed in its behalf by its duly authorized officer(ies), the day, month, and year above written..

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO FORM
ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"CRDUMS")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"SHIELDS")

WHEREAS, on July 1, 2006, County and Charles R. Drew University of Medicine and Science entered into a "ALCOHOL AND DRUG SERVICES AGREEMENT", further identified as County Agreement No. PH-000476, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, CRDUMS informed County that CRDUMS was assigning and delegating CRDUMS' rights, duties, obligations, responsibilities and interests, under said Agreement to SHIELDS; and

WHEREAS, on August 15, 2008, CRDUMS and SHIELDS executed Memorandum of Understanding between SHIELDS and CRDUMS for Transition of Services – Place of Family to transfer CRDUMS' programs and program employees

from the umbrella of CRDUMS to SHIELDS

WHEREAS, it is the desire of CRDUMS to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to SHIELDS; and SHIELDS desire to assume such rights, duties, obligations, responsibilities and interests, under said Agreement; and

WHEREAS, CDRUMS and SHIELDS have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities, and interest under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective October 1, 2008, SHIELDS agrees to assume and receive from CDRUMS all rights, duties, obligations, responsibilities and interests under said Agreement to provide CalWORKS Alcohol and Drug Services.
2. SHIELDS agrees to abide by all terms and conditions of said Agreement for Alcohol and Drug Services providers, between CRDUMS and County.
3. Any amounts due under said Agreement from County for Contractor services which have not been paid, shall be paid to SHIELDS.
4. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of CRDUMS as described in said Agreement to SHIELDS pursuant to this Assignment and Delegation Agreement.
5. Paragraph 18, NOTICES, Subparagraph B of Agreement shall be amended to

read as follows:

“18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

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12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

6. Paragraph 62, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the Additional Provisions as follows:

“62. REPORTING OF CHILD ABUSE OR NEGLECT: If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If

you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

7. This Assignment and Delegation Agreement shall constitute the complete understanding between County, CRDUMS, and SHIELDS, as it relates to the subject matter of this Assignment and Delegation Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Assignments and Delegation Agreement to be subscribed by its

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Director of Public Health, and CRDUMS and SHIELDS each have caused this Assignment and Delegation Agreement to be subscribed in its behalf by its duly authorized officer(ies), the day, month, and year above written..

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

SHIELDS FOR FAMILIES, INC.

Assignee

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Signature

Printed Name

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM
ADMINISTRATION:
Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants Division

DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE (hereafter
"CRDUMS")

and

SHIELDS FOR FAMILIES, INC. (hereafter
"SHIELDS")

WHEREAS, on July 1, 2006, County and Charles R. Drew University of Medicine and Science entered into a "ALCOHOL AND DRUG SERVICES AGREEMENT", further identified as County Agreement No. PH-000085, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, on July 1, 2008, CRDUMS informed County that CRDUMS was assigning and delegating CRDUMS' rights, duties, obligations, responsibilities and interests, under said Agreement to SHIELDS; and

WHEREAS, on August 15, 2008, CRDUMS and SHIELDS executed Memorandum of Understanding between SHIELDS and CRDUMS for Transition of Services – Place of Family to transfer CRDUMS' programs and program employees

from the umbrella of CRDUMS to SHIELDS

WHEREAS, it is the desire of CRDUMS to assign and delegate all of its rights, duties, obligations, responsibilities and interest, under said Agreement to SHIELDS; and SHIELDS desire to assume such rights, duties, obligations, responsibilities and interests, under said Agreement; and

WHEREAS, CDRUMS and SHIELDS have requested County to consent to the assignment and delegation of all such rights, duties, obligations, responsibilities, and interest under said Agreement; and

WHEREAS, under the terms of Agreement, such assignment and delegation of Agreement, must be in writing and must be approved by County.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective October 1, 2008, SHIELDS agrees to assume and receive from CDRUMS all rights, duties, obligations, responsibilities and interests under said Agreement to provide Proposition 36 Alcohol and Drug Services.

2. SHIELDS agrees to abide by all terms and conditions of said Agreement for Alcohol and Drug Services providers, between CRDUMS and County.

3. Any amounts due under said Agreement from County for Contractor services which have not been paid, shall be paid to SHIELDS.

4. County hereby consents to such assignment and delegation of the rights, duties, obligations, responsibilities and interests of CRDUMS as described in said Agreement to SHIELDS pursuant to this Assignment and Delegation Agreement.

5. Paragraph 18, NOTICES, Subparagraph B of Agreement shall be amended to

read as follows:

“18. NOTICES:

B. Notices to Contractor shall be addressed as follows:

SHIELDS For Families, Inc.
12714 South Avalon Boulevard, Suite 300
Los Angeles, California 90061
Attention: Kathryn Icenhower, Ph. D.”

6. Paragraph 62, REPORTING OF CHILD ABUSE OR NEGLECT shall be added to the Additional Provisions as follows:

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you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01)."

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COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF
MEDICINE AND SCIENCE

Assignor

By _____
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APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL
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County Counsel

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Department of Public Health

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Gary T. Izumi, Chief
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